

FIXTURES AND IMPROVEMENTS AGREEMENT

Project:
Grantor:
Address:.
Phone:
Federal Aid No.:
Parcel No.:
I.C. No.:

- I. Any of the following described items located on or attached to the premises on the date of this agreement are included in this sale: all built-in appliances, attached carpeting, any built-in ventilating, air conditioning, and heating equipment, irrigation, sprinkler systems, fixtures and equipment; water heaters (not leased); installed electric fixtures; lights and light bulbs; fences, plantings and trees; and all kitchen, bathroom and other fixtures .
- A. The following is a description of any additional fixtures and/or improvements acquired by the State of Washington in connection with the purchase of this parcel.
- B. The following is a description of those fixtures and/or improvements selected by the grantor for salvage, the value of which is deducted from the settlement (attach copy of voucher). Title to any item listed remains in the State of Washington until such time as the item is removed from the state property and adjacent streets. No salvaged item may be resold without written consent of the Department of Transportation until it has been removed from state property and adjacent streets. It shall be the obligation of the grantor to comply with all federal, state, county, and/or city codes and regulations that may apply in the razing, moving, or relocation of any salvaged item:

ITEM

SALVAGE VALUE

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- C. The following is a description of those fixtures and/or improvements which are leased by the grantor or tenant-owned and not included in this sale:

ITEM

LESSOR/TENANT

- II. The undersigned grantor(s) hereby authorize(s) the State of Washington to deduct the sum of \$ from payment for those property rights acquired by the State of Washington for the above-described project. The amount to be deducted represents \$ for salvage rights and \$ as a performance bond. Said bond will be refunded upon fulfillment of the terms and conditions contained in this agreement.

It is further understood and agreed that ownership of the premises transfers to the State of Washington upon receipt of payment, and that said transfer is subject to those items initialled by the grantor(s) below:

1. I/we desire to rent the subject parcel for a days and agree to pay rent at a monthly rate of \$, but understand that if the premises are vacated on or before the end of the first 30 days, all rent paid will be refunded.
2. Removal of those items listed in section B above, including clean up of resultant debris shall be completed in accordance with State requirements prior to . Failure to comply will result in forfeiture to the State of Washington of both the Performance Bond and any remaining salvage rights.
3. The grantor(s) assume(s) all liability to persons and/or property connected with the exercise of salvage rights and further agree(s) to protect, save and hold harmless the State of Washington from all claims, actions, costs damages or expenses of any nature whatsoever by reason of the acts or omissions of the grantor, its employees or contractors, arising out of or in connection with any acts or activities authorized by the agreement. The grantor(s) further agree(s) to defend the State of Washington in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced thereon arising out of or any acts or activities authorized by this agreement. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the State of Washington, its authorized agents, employees or invitees. Provided, that if the claims or damages are caused by or result from the concurrent negligence of: (a) the grantor(s), its agents contractors or employees; and (b) the State of Washington, its agents,

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contractors or employees, or invitees and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the grantor(s) and grantor's(s') agents or employees.

4. The State of Washington, its authorized agents or assigns, have the right to enter upon any abutting lands of the grantor(s), if necessary to complete removal of any improvements conveyed to the State of Washington.

STATE OF WASHINGTON

GRANTOR

By:_____

Date

Date:_____

Date

Date